

- i) Producer violates any material provision, term or condition of this Agreement.
 - ii) Producer fails to timely pay any material uncontested obligation due and owing to
 - iii) Producer is deemed insolvent within the meaning of any state or federal law, any involuntary petition for bankruptcy is filed against Producer, or Producer files for bankruptcy or is adjudicated a bankrupt under state or federal law.
 - iv) Producer makes an assignment for the benefit of creditors or enters into any similar arrangement for the disposition of its assets for the benefit of creditors without the approval of which will not unreasonably withhold.
- c) Notice of Breach. Neither party shall have the right to terminate this Agreement unless and until:
- i) Written notice setting forth the alleged breach in detail has been delivered to the other party; and
 - ii) The other party has failed to correct the alleged breach within the period of time specified by applicable law or by this Agreement. In the event the applicable law does not specify a time period to correct an alleged breach, then the other party shall have 90 days after receipt of written notice to correct the alleged breach, except where the written notice states that the alleged breach is delinquency in payment due pursuant to this Agreement, in which case the other party shall have fifteen (15) days after receipt of written notice in which to correct the breach by making full payment to the party giving notice.
- d) Notice of Termination. If one party has timely complied with the notice provisions in the preceding subparagraph (c) and the other party has not cured the alleged breach set forth in the notice within the time period specified, the party shall have the absolute right to terminate this Agreement by giving the other party written notice that this Agreement is terminated, and in that event, the effective date of termination of this Agreement shall be the day the written notice of termination is received by the other party.
- e) Damages. In the event this Agreement is terminated by a party pursuant to this Paragraph, or if the other party breaches this Agreement by a wrongful termination or a termination that is not in accordance with the terms and conditions of this Paragraph, the party may seek to recover from the other party all damages the party has sustained and will sustain in the future as a result of the other party's breach of this Agreement except as further provided for herein.